

in their respective tariffs. Any change in the foregoing would be sought, if at all, by advice letter filed in accordance with such Commission procedures as are applicable at the time. CRA reserves the right to protest any such advice letter. With regard to the information provided AT&T/McCaw concerning the identity of any customer change for any wholesale plan, resellers would only be required to provide the following specific information concerning a customer who wishes to change their mobile number or ESN: (1) the activation date; (2) the wholesale service plan; (3) the proposed change date; (4) the old and new mobile number; and (5) the old and new ESN. For purposes of compliance with such long-term wholesale plans, a reseller would not be required under any circumstances to provide the carrier any customer network proprietary information such as, but not limited to, the reseller's end-user customer's name, address (both billing and residential) and telephone number, business or home.

7. For purposes of this Agreement:

Commission refers to the California Public Utilities Commission.

Final Commission Approval shall be deemed to be a decision by the Commission that has become effective and is either (i) not subject to an application for rehearing or (ii) in which rehearing is pending or has been granted, but in which no stay of the effectiveness of the decision has been entered by the Commission within thirty (30) days of application therefor.

Agreement refers to this document.

Merger refers to the transaction whereby McCaw will become a wholly owned subsidiary of AT&T.

Transaction refers to the transfer of indirect control of McCaw's interests in those entities subject to Application No. 93-08-035.

McCaw's California Utilities refers to those Commission-certified cellular utilities subject to Application No. 93-08-035 over which McCaw has and retains the ability to exercise majority voting control, or which AT&T or McCaw in the future acquires and has the ability to exercise majority voting control. Notwithstanding anything to the contrary herein, the obligations of AT&T/McCaw will extend to future-acquired utilities only in the event AT&T/McCaw acquires control of such utilities in the absence of any protest by CRA or its members.

Parties refers to the signatories to this Agreement.

8. Nothing in this Agreement extends jurisdiction of any regulatory agency over any issue, matter or utility for which that agency does not have jurisdiction. Neither this Agreement nor the Transaction itself will change, limit or extend any existing authority or jurisdiction of the Commission over any of the entities subject to this Agreement.

9. The successful implementation of this Agreement satisfies the Parties' concerns regarding the Transaction. In the event the Transaction is not approved by the Commission, or is approved on conditions materially less favorable to AT&T/McCaw than is currently set forth in

the DRA Settlement Agreement, all obligations under this Agreement shall cease, and the positions of each Party restored to the status quo ante regarding those obligations.

10. The positions taken herein, and the actions taken in furtherance of this Agreement, are in settlement of disputed claims. Nothing in this Agreement shall be deemed as an admission of any allegation raised in any of the pleadings submitted in connection with the Application Proceeding. The Parties agree that the actions required to be taken by them pursuant to this Agreement are without prejudice to positions each Party has taken, or may hereafter take, in any other proceeding. This Agreement is not intended by the Parties to be binding precedent in any other proceeding or litigation not involving the matters explicitly covered by this Agreement. None of the terms of the Agreement shall apply for any purpose other than implementation of this Agreement.

11. Implementation of this Agreement is subject to final approval by the Commission of the DRA Settlement Agreement and the Transaction on terms not materially less favorable than those presently set forth in the DRA Settlement Agreement. The Parties agree jointly to support the provisions of the DRA Settlement Agreement and jointly to urge its adoption by the Commission in its entirety. The Parties agree to cooperate and use their best efforts to

encourage the Commission to approve the Application expeditiously, without a hearing, on terms stated therein.

In the event the Transaction is not approved on terms materially no less favorable to AT&T/McCaw than are presently set forth in the DRA Settlement Agreement, this Agreement shall be null and void and the rights and obligations of the Parties restored to the status quo ante.

12. The parties agree to participate, if necessary or appropriate, in joint ex parte contacts in accordance with applicable Commission rules and procedures to encourage the Commission to approve the DRA Settlement Agreement and the Transaction and to accept the terms of this Agreement without further proceedings. The parties further agree to actively defend the DRA Settlement Agreement and this Agreement if opposed by others and to consult with each other regarding the development of a defense to any issues that may be raised by others in opposition to the DRA Settlement Agreement or to this Agreement.

13. The Parties each agree, without further consideration, to execute and/or cause to be executed any other documents, and to take any other action as may be necessary, to effectively consummate the subject matter of this Agreement.

14. Pending final approval of the DRA Settlement Agreement by the Commission, no Party shall engage in any ex

parte contact with the Commission in regard to this Agreement except in the presence of the other Parties. No Party shall seek, directly or indirectly, to have the Commission modify the terms of this Agreement without the express written consent of all other parties.

15. This Agreement contains the entire agreement between the Parties to this Agreement, and all previous understandings, agreements, and communications prior to the date hereof, whether express or implied, oral or written, relating to the subject matter of this Agreement are fully and completely extinguished and superseded by this Agreement. This Agreement shall not be altered, amended, modified, or otherwise changed except by a writing duly signed by all the Parties hereto.

16. This Agreement shall not establish, be interpreted as establishing, or be used by any Party to establish or to represent their relationship as any form of agency, partnership or joint venture. No Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided.

17. This Agreement and all covenants set forth herein shall be binding upon and shall inure to the benefit of the respective Parties hereto, their legal successors, heirs, assigns, partners, representatives, executors,

administrators, parent companies, subsidiary companies, affiliates, divisions, units, agents, attorneys, officers, directors and shareholders.

18. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any Party hereto because that Party drafted or caused its legal representative to draft any of its provisions.

19. Nothing in this Agreement shall be construed to obligate any Party to take any action in violation of any statute, regulation, rule, order or other provision of law or of any fiduciary or other duty to any person or entity.

20. Time is of the essence for this Agreement.

21. Except as expressly stated herein, the obligations set forth herein apply solely to California intrastate services presently within the jurisdiction of the Commission. Notwithstanding anything to the contrary herein, a Party's obligation hereunder shall terminate at such time as such obligation is determined by the Parties, acting in good faith: to be (i) outside the jurisdiction of the Commission, or (ii) subject to preemption by statute, Final Order by the Federal Communications Commission or successor agency ("FCC") or court of competent jurisdiction. If the Parties disagree as to whether such lack of jurisdiction or preemption applies, the issue may be submitted for declaratory ruling to the FCC or court issuing

such Final Order, or to arbitration by either Party in accordance with AAA procedures, for resolution, in any event, within ninety (90) days of such submission; pending such resolution, the obligation subject to dispute shall continue in accordance with this Agreement. AT&T/McCaw will not invoke any rights under this paragraph prior to March 31, 1996.

22. Notwithstanding anything to the contrary herein, in the event the AT&T/McCaw Transaction fails, for any reason, to be consummated, and in the further event that McCaw transfers majority voting control of any McCaw Cellular Utility otherwise subject to this Agreement to a third party, the obligations of such McCaw Cellular Utility hereunder shall cease as of the date such change of control becomes effective. CRA reserves its right to protest the application for any such change of control. If the AT&T/McCaw transaction does close, and AT&T/McCaw thereafter transfers control of a McCaw Cellular Utility to a third party, such Utility will remain subject to such obligations as it would otherwise have under the Agreement only if such transfer of control is consummated without protest by CRA or its members.

23. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had

signed one and the same document. All such counterparts shall be deemed to be an original and shall together constitute one and the same Agreement.

24. The Parties hereto acknowledge that each has read this Agreement, that each fully understands its rights, privileges and duties under this Agreement, and that each enters this Agreement freely and voluntarily. Each party further acknowledges that it has had the opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it.

25. The Parties each represent that they and/or their counsel have made such investigation of the facts and law pertaining to the matters described in this Agreement as they deem necessary and that they have not relied and do not rely upon any statement, promise or representation by any other party or its counsel, whether oral or written, except as specifically set forth in this Agreement. The Parties each expressly assume the risk of any mistake of law or fact made by them or their counsel.

26. The undersigned hereby acknowledge and covenant that they have been duly authorized to execute this Agreement on behalf of their respective principals and that such execution is made within the course and scope of their respective agency and/or employment.

DEC-20-1993 12:12 FROM P.A.C.

TO

Comtech S.Muir

P.10/20

27. CRA warrants that it has the authority to enter into this Agreement on behalf of each of its members and ABS Telephone Company. CRA agrees to furnish a copy of this Agreement to each of its present members and to require each new member during the term of this Agreement to agree in writing to be bound by its terms.

28. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the pages that follow.

AMERICAN TELEPHONE &
TELEGRAPH COMPANY

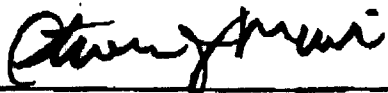
MCCAW CELLULAR
COMMUNICATIONS, INC.

By: James F. Gorden

By: Scott K. Morris

CELLULAR RESELLERS ASSOCIATION,
INC.

ABS TELEPHONE COMPANY

By: 

By: _____

On Behalf of itself and the
following Cellular Resellers:

Approved as to form:

LAW OFFICES OF PETER A. CASCIATO

By: 

Peter Casciato

Attorney for Cellular
Resellers Association
and ABS Telephone Company

MCCUTCHEN, DOYLE, BROWN & ENERSEN

By: _____

Gregory P. Landis

Attorneys for American
Telephone and Telegraph Company
and Ridge Merger Corporation

MORRISON & FOERSTER

By: _____

Marc P. Fairman

Attorneys for McCaw
Cellular Communications, Inc.

PUBLIC ADVOCATES, INC.

By: MaDurga

Representing the Latino Issues
Forum, Chinese for Affirmative
Action, San Francisco Black
Chamber of Commerce, Mexican-
American Political Association
and American G.I. Forum

CELLULAR RESELLERS ASSOC
and ABS TELEPHONE COMPAN

By: Steven J. [Signature]

CELLULAR AGENTS ASSOCIATION

By: _____

27. CRA warrants that it has the authority to enter into this Agreement on behalf of each of its members and ABS Telephone Company. CRA agrees to furnish a copy of this Agreement to each of its present members and to require each new member during the term of this Agreement to agree in writing to be bound by its terms.

28. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the pages that follow.

AMERICAN TELEPHONE &
TELEGRAPH COMPANY

MOCAN CELLULAR
COMMUNICATIONS, INC.

By: James E. Barden

By: Scott K. Morris

CELLULAR RESELLERS ASSOCIATION,
INC.

ABS TELEPHONE COMPANY

By: _____

By: 

On Behalf of Itself and the
following Cellular Resellers:

PUBLIC ADVOCATES, INC.

**CELLULAR RESELLERS ASSOCIATION, I.
and ABS TELEPHONE COMPANY**

By: MaDewey

Representing the Latino Issues
Forum, Chinese for Affirmative
Action, San Francisco Black
Chamber of Commerce, Mexican-
American Political Association
and American G.I. Forum

By: MAH CPO

ABS TELEPHONE COMPANY

CELLULAR AGENTS ASSOCIATION

By: _____

27. CRA warrants that it has the authority to enter into this Agreement on behalf of each of its members and ABS Telephone Company. CRA agrees to furnish a copy of this Agreement to each of its present members and to require each new member during the term of this Agreement to agree in writing to be bound by its terms.

28. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the pages that follow.

AMERICAN TELEPHONE &
TELEGRAPH COMPANY

MCCAW CELLULAR
COMMUNICATIONS, INC.

By: James E. Barden

By: Scott K. Morris

CELLULAR RESELLERS ASSOCIATION,
INC.

ABS TELEPHONE COMPANY

By: _____

By: _____

On Behalf of Itself and the
following Cellular Resellers:

27. CRA warrants that it has the authority to enter into this Agreement on behalf of each of its members and ABS Telephone Company. CRA agrees to furnish a copy of this Agreement to each of its present members and to require each new member during the term of this Agreement to agree in writing to be bound by its terms.


28. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the pages that follow.

AMERICAN TELEPHONE &
TELEGRAPH COMPANY

MCCAOW CELLULAR
COMMUNICATIONS, INC.

By: _____
James E. Barden

By:  _____
Scott K. Morris

CELLULAR RESELLERS ASSOCIATION,
INC.

ABS TELEPHONE COMPANY

By: _____

By: _____

On Behalf of Itself and the
following Cellular Resellers:

Approved as to form:

LAW OFFICES OF PETER A. CASCIATO

By: Peter Casciato

Attorney for Cellular
Resellers Association
and ABS Telephone Company

MCCUTCHEN, DOYLE, BROWN & ENERSEN

By: Gregory P. Landis

Attorneys for American
Telephone and Telegraph Company
and Ridge Merger Corporation

MORRISON & POERSTER

By: Marc P. Fairman

Attorneys for McCaw
Cellular Communications, Inc.

Approved as to form:

LAW OFFICES OF PETER A. CASCIATO

By: Peter Casciato

Attorney for Cellular
Resellers Association
and ABS Telephone Company

MCCUTCHEN, DOYLE, BROWN & ENERSEN

By: Gregory P. Landis

Attorneys for American
Telephone and Telegraph Company
and Ridge Merger Corporation

MORRISON & FOERSTER

By: Marc P. Fairman
Marc P. Fairman

Attorneys for McCaw
Cellular Communications, Inc.

MORRISON & FOERSTER

ATTORNEYS AT LAW

345 CALIFORNIA STREET
 SAN FRANCISCO, CA 94104-2675
 TELEPHONE (415) 677-7000
 FACSIMILE (415) 677-7522 (main)
 FAIRMAN/33d FL. FAX (415) 677-6418

PLEASE USE BLACK INK PEN TO COMPLETE THIS FORM

FACSIMILE FORM AND COVER SHEET

TO:

Name: PETER CASCIATO
 Firm: _____
 Fax Number: (415) 291-8165
 Main or Confirming Number: (415) 291-8661
 Preparer of this slip has confirmed that fax number given is correct: 1978 JAG
 (Comp.#/Initials)

FROM:

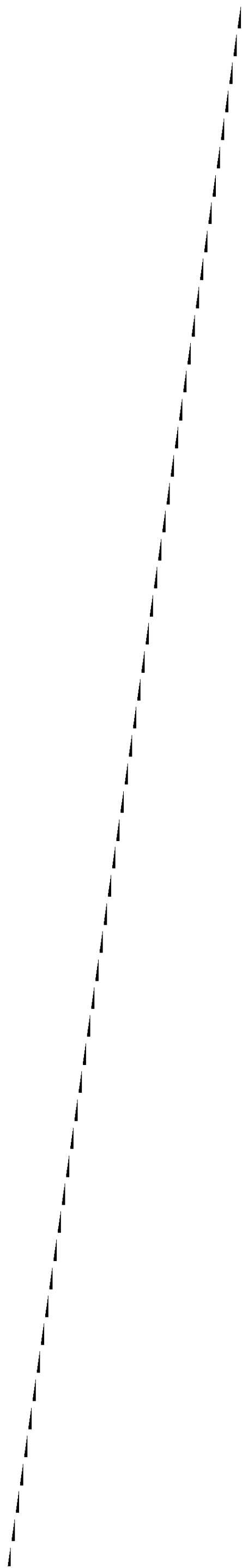
Name: Jill Grady - Secty to Marc Fairman
 We are transmitting a total of 5 pages including this cover letter.
 Date: 12-20-93 Time: 3:30
 IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL THE SENDER AS SOON AS
 POSSIBLE AT (415) 677- 7148

If confidential treatment is requested, indicate name and telephone number of person who
 should be contacted to receive this transmission.

Name: _____ Phone: (_____) _____

This facsimile contains confidential information which may also be privileged. Unless you are the addressee named above (or authorized to receive for the addressee), you may not copy, use, or distribute it. If you have received it in error, please advise Morrison & Foerster immediately by telephone or fax and return it promptly by the U.S. Postal Service. Our telephone number, fax number, and address are indicated above.

Comments: Attached are signature pages
of CRA Settlement Agreement.



ATTACHMENT 9

**AT&T/McCaw Merger Settlement Agreement
(with Cellular Resellers Association, Inc.)**

FILED
BEFORE THE PUBLIC UTILITIES COMMISSION
OF ~~THE~~ PUBLIC UTILITIES COMMISSION
STATE OF CALIFORNIA

JAN 10 1994

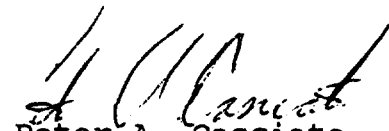
In the matter of)
Application of McCaw Cellular)
Communications, Inc. On Behalf)
of its Affiliates for Approval)
of Roaming Rates)
_____)

SAN FRANCISCO OFFICE
NO. 99-01-034

WITHDRAWAL OF PROTEST

Cellular Resellers Association, Inc. ("CRA"), by its attorney and pursuant to an Agreement dated December 20, 1993 among CRA, McCaw Cellular Communications, Inc. ("McCaw") and American Telephone and Telegraph Company ("AT&T"), hereby withdraws its Protest of the above-captioned application without prejudice to its legal position. A copy of the Agreement is attached and, in pertinent part, provides for the sharing of roamer revenues between McCaw and McCaw/AT&T owned systems with cellular resellers. See paragraph 4 at pps. 6-7.

Respectfully submitted,


Peter A. Casciato
A Professional Corporation
1500 Sansome Street Suite 201
San Francisco, CA 94111
(415) 291-8661

January 10, 1994

Attorney for Cellular
Resellers Association, Inc.

A G R E E M E N T

This Agreement ("Agreement") is made this ____ day of December, 1993, by and between American Telephone and Telegraph Company and Ridge Merger Corporation (collectively, "AT&T") and McCaw Cellular Communications, Inc. ("McCaw") and their respective affiliates (collectively "AT&T/McCaw") and Cellular Resellers Association and ABS Telephone Company (collectively, with CRA's members, "CRA"). AT&T/McCaw and CRA are sometimes collectively referred to as "Parties" or referred to individually as a "Party".

RECITALS

WHEREAS, AT&T/McCaw filed Application No. 93-08-035 (the "Application") on August 24, 1993, pursuant to Section 854 of the California Public Utilities Code for authorization from the California Public Utilities Commission (the "Commission") to transfer to AT&T indirect control of each of the regulated California Utilities in which McCaw subsidiaries have a voting interest of 50% or greater (the "Application Proceeding"); and

WHEREAS, the Division of Ratepayer Advocates ("DRA") and CRA each filed a protest to the Application on September 24, 1993; and

WHEREAS, on December 9, 1993, AT&T/McCaw and DRA executed a Settlement Agreement (the "DRA Settlement Agreement") by which, subject to the California Public Utilities Code and Rule 51 of the Commission's Rules of Practice and Procedure, they agreed to compromise, settle and adjust all claims which have or could have been asserted in the Application proceeding, on the terms and conditions set forth therein; and

WHEREAS, the DRA Settlement Agreement provides and contemplates that other parties may join in the Settlement by executing the DRA Settlement Agreement and thereby remove any objections such party might otherwise have to the Application, in order to permit the Commission expeditiously to proceed with approval of the Application as conditioned by the DRA Settlement Agreement and to resolve all outstanding issues raised by the Parties thereto; and

WHEREAS, CRA believes that the DRA Settlement Agreement adequately resolves all issues that were raised or could have been raised in the Application Proceeding including, without limitation, certain of the issues raised by its Protest; and

WHEREAS, CRA has asserted various other claims and demands which the Parties believe are best resolved separate and apart from the Application Proceeding and which the Parties have agreed to consensually resolve at this time on

the terms set forth below in order to conserve administrative resources and avoid engaging in litigation of these issues at this time before the Commission;

NOW THEREFORE, for and in consideration of the mutual terms, covenants and conditions herein contained, the Parties agree as follows:

1. Immediately upon execution of this Agreement, CRA will sign an execution copy of the DRA Settlement Agreement and thereby become a Party thereto subject to all the terms and conditions set forth therein.

2. CRA has asserted claims in various Commission proceedings, including A.93-08-035, that its members be allowed access to the MTSO switches of facilities-based cellular service providers, including McCaw, at unbundled wholesale tariff cost-based rates for the purpose of providing long-distance resale and switch-based cellular resale to such cellular resellers' respective retail end-users, which claims McCaw and certain others have opposed. Without prejudice to the Parties' respective positions regarding such access and, because the parties disagree as to whether such access is currently required by existing Commission decisions, in lieu thereof, AT&T/McCaw agree that: commencing within thirty (30) days following the effective date of final approval by the Commission of the Transaction on terms not materially less favorable to

AT&T/McCaw than are presently set forth in the DRA Settlement Agreement, and terminating upon completion of implementation in each cellular service area of Equal Access in accordance with the DRA Agreement, McCaw will provide each cellular reseller taking service from a McCaw Cellular Utility with a credit against the charges for (intrastate and interstate) long distance service provided by or through such McCaw Cellular Utility to such cellular reseller's customers, which credit shall be computed as the greater of (i) the best discount such cellular reseller could have achieved off of AT&T retail long distance rates had it aggregated all of its customers' long distance traffic provided by or through such McCaw Cellular Utility and purchased long distance service directly at the most favorable AT&T WATS rate available for such aggregate level of traffic, or (ii) twenty percent (20%). McCaw will provide to affected cellular resellers reasonable verification of the applicable rate levels and discounts on a per minute basis. To the extent deemed necessary or appropriate by McCaw in its discretion, or as otherwise required by law, such discount may be reflected in the tariffs of the affected McCaw Cellular Utility or McCaw-controlled long distance reseller, and credited to each affected cellular reseller through such McCaw affiliate as McCaw deems appropriate.